***

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Civil Revision No. 1195 of 2006
Date of decision: 6.9.2007

Anoop Krishan .....Petitioner

Versus

Punjab Wakf Board and others ...Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. G.S.Punia, Advocate for the petitioner.

Mr. Pawan Kumar, Advocate for the respondents.

****

RAJESH BINDAL, J.

This is a revision petition filed under Section 83 (9) of the Wakf Act, 1985 (for short "the Act) challenging the order dated January 18, 2006 passed by the Tribunal Wakf Act (for short "the Tribunal").

Heard learned counsel for the parties and perused the paper book.

Petitioner initially approached the Civil Court by filing a suit for declaration and permanent injunction, which was ultimately transferred to the Tribunal in terms of the amendment made in the Act. The plea raised by the petitioner was that he was tenant under the respondents since 1976 at an annual rent of Rs. 180/-, which was later on increased to Rs. 800/- per annum. The rent has been paid to the respondents upto the year 1995-96. Thereafter, respondents refused to accept the rent. The present petition was filed as the respondents threatened the petitioner of forcible dispossession.

The claim made by the petitioner was denied by the respondents. However, it was submitted by them that as the petitioner had failed to execute a fresh lease and did not pay the rent ever since 1995-96, he is not entitled to the relief prayed for. Though the petitioner did not produce any evidence to show lease in his favour, however, respondents in their defence had produced document Ex. D-5 Kabulatnama, according to this the land in

***

question was leased out to the petitioner for one year i.e. 1987-88. Thereafter, petitioner did not get the lease renewed, however, continued paying rent till 1995-96, which was duly accepted but thereafter, no rent was paid though the petitioner says that it was not accepted by the respondents. The rent for that period was paid by the petitioner only after an order was passed to that effect by the Tribunal on February 24, 2001.

On the basis of oral evidence by the defendants, it was held by the Tribunal that even if it is assumed that there was an oral lease in favour of the petitioner upto June 30, 1996, still thereafter, no rent was paid by the petitioner. On that account the possession of the petitioner on the suit land became unauthorized and the same cannot be termed as legal only because the petitioner paid the rent in terms of the direction given by the Tribunal. The provisions of Section 56 of the Act were also relied upon which, provides that any lease or sub lease for a period of exceeding three years of any immovable property is void and of no effect. In the present case, admittedly the land in dispute is in possession of the petitioner since 1976, which is clearly in violation of Section 56 of the Act. The claim made by the petitioner is that the respondents have to lease out the property to some body else and when the petitioner is ready and willing to take the property on lease on fresh terms, they should be directed to renew his lease. However, such relief cannot possibly be granted in the present proceedings as it is not for this Court to grant or renew the lease of the property owned by the respondents as it is for them to manage their property in the manner it is permissible in law.

With these facts on record, I do not find any illegality has been committed by the Tribunal in dismissing the claim made by the petitioner. Accordingly, I do not find any error of jurisdiction, which needs interference in exercise of revisional jurisdiction by this Court.

Dismissed.

September 06, 2007 **(Rajesh Bindal)**
Pka **Judge**